

PC Limited's Terms of Service Agreement

It is important to both our clients and to ourselves that we protect our rights.

If you require special amendments and/or modifications to this document, please contact us and we can hash out the details and sign an amended version.

THIS AGREEMENT is applied to all services offered and ordered from Pace Computing Limited, Inc. All clients are instructed to print this agreement and upon signing, email to info@pc-limited.com along with their deposit. Those who fail to sign and forward this document will still be held "verbally" by this agreement for any/all work ordered.

BETWEEN

CLIENT -

Name: _____

Company: _____

Address: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

SERVICE PROVIDER -

Pace Computing Limited, Inc.

Colorado

info@pc-limited.com

collectively referred to as the "Parties".

RECITALS

The Client wishes to be provided with the Services (as quoted and/or invoiced) by the Service Provider and the Service Provider agrees to provide the Services to the Client on the terms and conditions of this Agreement.

1. Key Terms

1.1 Services

The Service Provider shall provide the services as stated on quote/invoice to the Client in accordance with the terms and conditions of this Agreement:

This pertains to the services listed upon your quote and/or invoice concerning this project.

1.2 Delivery of the Services

a. Start date: The Service Provider shall commence the provision of the Services as stated on invoice/quote.

b. Completion date: The Service Provider shall complete the Services by the date stated on invoice/quote.

c. Key Dates: The Service Provider agrees to provide the specific parts of the Services at the specific dates as stated on invoice/quote.

c. Original Files: The Service Provider agrees to keep all original files on hand for a period not to exceed 6 months from final delivery date. If a client requires these files after a 6 month period is past, they can only be delivered if they have not already been deleted from our system. It is the client's responsibility to request such files (if appropriate) and maintain backups of their own projects.

1.3 Site

The Service Provider shall provide the Services at the following site(s): Off Location.

1.4 Price

d. As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services is as stated on quote/invoice.

e. The Client shall pay for extra time spent/services for any project that goes above/beyond the original scope of the project agreement as stated on invoice/quote.

1.5 Warranty

f. The Service Provider offers a 60 day limited warranty on original deliverables.

g. Warranty is null and void if deliverables have been worked on or edited by any other person(s) at any time after original delivery.

1.6 Payment

h. The Client agrees to pay a deposit according to the terms stated on invoice/quote.

i. The Service Provider shall invoice the Client for the remaining balance upon project completion.

j. The Client shall pay such invoices within 10 days of their receipt from the Service Provider.

k. The method of payment of the Price by the Client to the Service Provider shall be by:

- i.** Emailed invoice via Intuit payments online- MasterCard, Visa, Discover, American Express, ACH
- ii.** Cashier's check or money order. Please contact info@pc-limited.com for mailing address.

l. Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Service Provider to the Client under this Agreement and such shall be payable by the Client to the Service Provider in addition to all other charges payable hereunder. Colorado state residents are subject to a 6.25% State Sales Tax.

m. Deposits received can be refunded within 30 days. Refunds are only given if WE fail to meet the clients project requirements. Refunds will not be given for these reasons:

- i.** Client changes project requirements mid-project and refuses to pay deposits for new work ordered.
- ii.** Client refuses to provide materials required to complete the project such a photos, logos, etc. thus resulting in our inability to complete the project by deadline.
- iii.** Client refuses to answer questions and other needed correspondence in a timely manner thus resulting in our inability to complete the project by deadline.
- iv.** If this agreement for hire was arranged through an online marketplace such as Upwork.com, Guru.com or other similar online marketplaces, and they Client refuses to correspond through that marketplace on any private message boards or shared workspace areas provided by that company, thus not allowing us to have public record of our transactions, then the

Client will not be granted a refund.

n. Deposits must be used within 30 days. A deposit is required just as much for setting aside time on our schedule as it is for a good faith payment. Your deposit is our salary while we are working on the first portion of the project. We are a small two-person team with very reasonable rates and we simply operate successfully any other way. Therefore, if a client pays a deposit and then refuses to participate in that project by providing the necessary information, materials and assets needed within a 30 day period then the project will be cancelled and the deposit will not be refunded. If a client comes back after the 30 day period and wants to continue with the project, a new deposit will be required.

2. General Terms

2.1 Intellectual Property Rights

The Service Provider agrees to grant to the Client a non-exclusive, irrevocable, royalty free license to use, modify or copy the finished product specifically created for the Client as part of the Services, the Service Provider assigns the full title guarantee to the Client and any all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. If any third party intellectual property rights are used in the Material the Service Provider shall ensure that it has secured all necessary consents and approvals to use such third party intellectual property rights for the Service Provider and the Client. For the purposes of this Clause 2.1, "Material" shall mean the finished product, in whatever form, produced by the Service Provider pursuant to this Agreement. This does not include exclusive ownership of our original source code. Our source code may not be given away/sold to a third party or reproduced and/or modified to make another similar product unless otherwise amended to this agreement. Pace Computing Limited, Inc. will not be held responsible for copyright violations of images/materials provided by the Client. These are implemented into the Clients Services on good faith that they have been obtained legally.

2.2 Credit

Pace Computing Limited, Inc. requires all of our work to be given proper credit. We also reserve the right to post your project in our portfolio, resume or other advertising mediums, where the purpose is to promote our services. We will post our name, service provided and a link to our website on all projects possible. We are a small business and this practice helps to

ensure that we can prove to potential clients that we, in fact, did create the projects we claim we created. If our credit is removed from any of the projects created by us, then any associated warranty will be considered null and void. If you are a third party (outsourcer, etc.) then we are willing to discuss this portion of our TOS to come to an agreement to compensate us for lack of giving us our proper credits.

2.3 Warranty

- a. The Service Provider represents and warrants that:
 - i. it will perform the Services with reasonable care and skill; and
 - ii. the Services and the Materials provided by the Service Provider to the Client under this Agreement will not infringe or violate any intellectual property rights or other right of any third party.

2.4 Limitation of liability

- b. Subject to the Client's obligation to pay the Price to the Service Provider, either party's liability in contract, tort or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of its obligations under this Agreement and every applicable part of it shall be limited in aggregate to the Price
- c. To the extent it is lawful to exclude the following heads of loss and subject to the Client's obligation to pay the Price, in no event shall either party be liable for any loss of profits, goodwill, loss of business, loss of data or any other indirect or consequential loss or damage whatsoever.
- d. The Service Provider is not responsible for any losses related to any kind of hacking activity on the Client's website and/or server. The Service Provider will use reasonable care when installing sites and scripts on the server but, in most cases, cannot govern the level of security offered by that server so shall not be held responsible for any event associated with such activity.
- e. Nothing in this Clause 2.4 will serve to limit or exclude either Party's liability for death or personal injury arising from its own negligence.

2.5 Term and Termination

- f. This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner in accordance with Clause 2.5(g),

until the Completion Date.

- g.** Either Party may terminate this Agreement upon notice in writing if:
- i. the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or
 - ii. a voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.
 - iii. if the Client cancels the agreement in violation of these terms a 10% cancellation fee of the total project quote will incur.

h. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2.6 Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, work-for-hire agreement, agency relationship or anything other than an independent contractor agreement between the parties.

2.7 Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or

obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

2.8 Notices

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

- first class post, 2 days from the date of posting;
- hand or by facsimile transmission, on the date of such delivery or transmission; and
- electronic mail, when the Party sends to the email address/s provided at the beginning of this agreement.

2.9 Miscellaneous

h. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

i. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

j. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.

k. The Printed and Signed Agreement may not be amended for any other reason without the prior written agreement of both Parties. The online version may be amended by the Service Provider and any new additions will affect Parties after the agreement change has been made.

l. This Agreement (along with appropriate invoices for price and specific terms per each project) will constitute the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made

fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

m. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion or industrial dispute. If such delay or failure continues for at least 14 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.

n. This Clause 2.8(g) and Clauses 2.2, 2.3, 2.5, 2.6, 2.7 2.8 and 2.9 of this Agreement shall survive any termination or expiration.

o. This Agreement shall be governed by the laws of the jurisdiction in which the Service Provider is located (El Paso County, CO) and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

3. Amendments to existing clauses

Please refer to your invoices for any amendments in pricing structure and/or services provided. It is the Client's sole responsibility to print and keep all quotes, invoices and important correspondence relative to this project for reference to this agreement.

If you are need need of an amendment to this agreement, please contact us to discuss it.

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

Signature of Client: _____

Please Print Name: _____

Date Signed: _____

Signature of Provider: _____

Please Print Name: _____

Date Signed: _____